

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE		PAGE OF PAGES 1 3		
2. AMENDMENT/MODIFICATION NO. 000058		3. EFFECTIVE DATE 03/31/2011		4. REQUISITION/PURCHASE REQ. NO. See Schedule		5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812		CODE MSFC		7. ADMINISTERED BY (If other than Item 6) Audrey McMillan Procurement Office/PS33 NASA/Marshall Space Flight Center Phone: 256-961-1339 Email: audrey.r.mcmillan@nasa.gov Marshall Space Flight Center AL 35812		CODE MSFC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) WJ SCHAFER ASSOCIATES Attn: Ann Mix 7057 Old Madison Pike Suite 200 Huntsville AL 35806				(x) 9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNM07AA70C			
				10B. DATED (SEE ITEM 13) 03/20/2007			
CODE 8F406		FACILITY CODE					

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Schedule Net Increase: \$148,255.00

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Contract Clause B.6 Contract Funding (NFS 1852.232-81) (JUNE 1990)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

1) The purpose(s) of this modification is to:

a) Provide incremental funding in the amount of \$148,255.00, thereby increasing the total funding allotted to this contract from \$28,766,818.00 to \$28,915,073.00 and

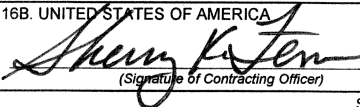
b) Extend the anticipated funded through date to April 14, 2011.

2) The following paragraph(s) has/have been modified. Slip-sheets to the contract are provided with sidebars indicating change.

Clause B.6 Contract Funding

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sherry K Fenn	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 3/31/11

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED NNM07AA70C/000058	PAGE	OF
		2	3

NAME OF OFFEROR OR CONTRACTOR  
WJ SCHAFER ASSOCIATES

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>3) Except as provided herein, all terms and conditions of this contract remain unchanged and in full force and effect.</p> <p>LIST OF CHANGES: Reason for Modification : Funding Only Action Total Amount for this Modification: \$0.00 New Total Amount for this Version: \$7,427,769.00 New Total Amount for this Award: \$54,960,970.00 Obligated Amount for this Modification: \$148,255.00 New Total Obligated Amount for this Award: \$28,915,073.00 Incremental Funded Amount changed: from \$28,766,818.00 to \$28,915,073.00 Incrementally Funded through date changed from 04/04/2011 to 04/14/2011</p> <p>PR 4200381938 62MP31/6100.2511/62/FC000000/524238.08.01.01.03/00 0/2510/62/EXCX22011D/538A/2/3 Cost Center 62MP31 GI Account 6100.2511 Order FC000000 Amount: \$7,982.00</p> <p>PR 4200381938 62CS20/6100.2511/62/FC000000/439432.07.01.15.04.0/ 1/000/2510/62/EXCX22011D/761A/1/2 Cost Center 62CS20 GI Account 6100.2511 Order FC000000 Amount: \$10,000.00</p> <p>PR 4200383130 62CS20/6100.2511/62/FC000000/309574.01.02.08/000/2 510/62/AERX22011D/469A/1/2 Cost Center 62CS20 GI Account 6100.2511 Order FC000000 Amount: \$30,000.00</p> <p>PR 4200383130 62CS10/6100.2511/62/FC000000/129985.01.08.08/000/2 Continued ...</p>				

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
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3 3NAME OF OFFEROR OR CONTRACTOR  
WJ SCHAFER ASSOCIATES

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	510/62/CASX12011R/CMO/2/3 Cost Center 62CS10 GI Account 6100.2511 Order FC000000 Amount: \$99,000.00  PR 4200383130 62HS30/6100.2511/62/FC000000/424606.01.17.07.01/00 0/2510/62/EXCX22011D/733B/1/2 Cost Center 62HS30 GI Account 6100.2511 Order FC000000 Amount: \$1,273.00  Delivery Location Code: MSFC NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812  FOB: Destination				

(iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause;

(v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or

(vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.

(5) All other allowable costs are included in "total allowable cost" for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.

(f) Contract modification. The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and the Contracting Officer.

(g) Inconsistencies. In the event of any language inconsistencies between this clause and the provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

(End of Clause)

#### **B.6 CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990)**

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allocated by the Government to this contract is **\$27,309,429**. This allotment is for the Office of Strategic Analysis and Communications Support Services effort described in Attachment J-1, Performance Work Statement, and covers the following estimated period of performance: **April 01, 2007 – April 14, 2011**.

(b) The amount of **\$1,605,644** is obligated under this contract for payment of fee.

	PREVIOUS	THIS ACTION	TOTAL
Mission Estimated Cost	\$27,170,872	\$138,556	\$27,309,429
IDIQ Estimated Cost	\$0		\$0
Provisional Cost Incentive Fee	\$401,686	\$7,274	\$408,960
Provisional Performance Incentive Fee	\$1,194,260	\$2,425	\$1,196,684
Total Sum Allotted	\$28,766,818	\$148,255	\$28,915,073